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6-27-1938

Seattle Automobile Dealers' Association and Auto Mechanics' Union, Local 289 (1938)

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Seattle Automobile Dealers' Association and Auto Mechanics' Union, Local 289 (1938)

Location

Seattle, WA

Effective Date

6-27-1938

Expiration Date

5-1-1939

Number of Workers

850

Employer

Seattle Automobile Dealers' Association

Union

Auto Mechanics' Union

Union Local

289

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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Mechanists

AGREEMENT

By and Between

AUTO MECHANICS'

Local Union No. 289

and

**Seattle Automobile
Dealers' Association**

Defining Hours, Wages and
Working Conditions for
Automobile Repair
Shops

**Auto Mechanics' Local
Union No. 289**

109 Labor Temple
Seattle, Washington
Phone: EL. 2424



AGREEMENT

By and between AUTO MECHANICS' LOCAL NO. 289 and the SEATTLE AUTOMOBILE DEALERS' ASSOCIATION, both of Seattle, Washington, prescribing conditions mutually agreed upon by the parties hereto, and under which auto repair and maintenance shops of the individual members of the Association shall be operated.

1. All employees coming within its jurisdiction shall be members in good standing of AUTO MECHANICS' LOCAL UNION NO. 289.

2. HOURS OF WORK: Eight (8) hours of work performed between 8:00 a. m. and 5:00 p. m. shall constitute a work day, and five (5) consecutive days shall constitute a work week of forty (40) hours. There shall be two (2) consecutive days' rest period between work weeks.

3. RATES OF PAY: The rates of pay shall be as follows:

	Per day for day shift
Journeymen (including auto mechanics, electricians, service, body, fender, radiator repairmen and painters) —————	\$8.00
Journeymen's helpers —————	6.00
Apprentices—	
1st year —————	3.00
2nd year —————	4.00
3rd year —————	5.00
4th year —————	6.00
Pay for any fraction of a day	

shall be computed according to the per diem rates set forth above.

These rates shall apply on all work done, whether on customers' cars, or used cars to be resold.

All wages shall be paid weekly.

4. ADDITIONAL SHIFTS: Dealers may operate additional shifts of eight (8) hours within nine (9) consecutive hours, overlapping the regular day shift if desired, or entirely outside of the regular day shift hours; provided, however, that, for any and all hours worked on such shifts, other than between 8:00 a. m. and 5:00 p. m., the rate of pay shall be at least ten per cent (10%) more than the regular day shift rate.

5. OVERTIME: Any time worked in excess of the regular eight (8) hours in one day, or during the two-day weekly rest period, or on Sundays, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, or on Christmas Day, shall be paid for at the rate of time and one-half. All overtime to be computed on the basis of the regular day shift rate.

6. REPORTING FOR WORK: Any employee coming under this agreement who is required to report for work shall be given four (4) consecutive hours of work from the time he reports each day, and shall receive full time pay for all time thereafter that he is required to remain at work or on

the premises ready for work. Any regular employee who is not specifically instructed at least twelve (12) hours before his regular starting time, not to report for work, shall be considered as having been ordered to report and therefore entitled to four (4) hours work. This does not apply to extra mechanics; they are provided for under Section 8.

7. REASONABLE SUSTENANCE INCOME: In order to insure a reasonable sustenance income, dealers shall guarantee the payment of a weekly minimum wage of \$35.00 for journeymen and \$25.00 for helpers for such of these employees as are required to report for work from week to week.

Apprentices shall be given full time employment.

Any employee already receiving more than a minimum set herein for his classification shall suffer no reduction as a result of this agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the employer.

8. EXTRA MECHANICS: Extra mechanics may be employed at the rate of \$1.05 per hour. They shall be guaranteed four (4) consecutive hours' work from the time they report for work each day and shall receive full time pay for all time thereafter that they are required to remain at work or on the premises ready for work. They shall be

guaranteed at least twenty-four (24) hours of work each week (Sunday to Sunday) they are called to work, and may be employed on any day or days during the regular work week without regard to two consecutive days off, and may be laid off at any time on account of lack of work or other good reason. The number of extra mechanics in any shop shall not exceed one-third of the total number employed. Before leaving work each day, extra men must themselves, ascertain whether or not they are required to report for work the following day.

Except for rate of pay, \$35.00 weekly guarantee, and consecutive days off, all other provisions of the agreement shall apply with equal force to extra men as to regular mechanics.

9. PAYROLL DEDUCTIONS: No payroll deductions shall be made for any purpose whatsoever except as specifically required by Federal, State, or Municipal laws.

10. APPRENTICES AND HELPERS: One apprentice may be employed in any shop where a journeyman is employed, and one additional apprentice may be employed for every additional five (5) journeymen employed. Apprentices shall constitute the only employees learning the trade and shall be given every opportunity and encouragement to master it.

Helpers shall confine their activ-

ities to just what the term implies, and shall not be permitted to use the tools of a journeyman.

11. **PIECE WORK, ETC.:** Piece work, flat rate, bonus and so-called merit systems are barred as a basis for computing the pay of any employees coming under this agreement.

12. **CLAIMS FOR DEFECTIVE WORK:** No wage deduction or other charge shall be made against any employee on account of any claim for defective work unless such work shall have been inspected and rejected by the foreman before leaving the shop, and no wage deduction or other charge shall be made against any employee on account of damage to an automobile, or damage to or loss of its contents or equipment except in case of proven negligence.

13. **DISTRIBUTION OF WORK:** With a view to maintaining the most harmonious relations possible and the utmost teamwork between fellow employees, work shall be distributed as evenly as possible among regular employees in their various classifications.

14. It is understood that the employer shall be the sole judge of the competency of all employees; provided, however, that there shall be no discrimination in the employment, retention or treatment of Union members.

15. **INTERPRETATION OF AGREEMENT:** In case of any dif-

ferences arising between the parties to this agreement, over its interpretation, and which cannot be otherwise adjusted, each party hereto shall designate a representative and these two shall jointly choose a third party, who, together, will constitute an arbitration board to immediately consider the points at issue and reach a decision which shall be binding upon both parties hereto. In the meantime, there shall be no cessation of work.

16. This agreement shall become effective on June 27th, 1938, and remain in full force and effect until May 1st, 1939, at which time it is confidently anticipated that a new agreement will be entered into by and between the parties hereto.

For—

AUTO MECHANICS' LOCAL UNION No. 289,

By (Sgnd) B. F. Carpenter,
President;

By (sgnd) John F. Peterson,
Secretary;

By (sgnd) James A. Duncan,
Grand Lodge Representative

International Ass'n of Machinists.

For—

SEATTLE AUTOMOBILE DEALERS, ASS'N,

By (sgnd) S. S. Sayres,
President;

By (sgnd) Carl R. Heussy,
Secretary.

Dated at Seattle, Washington,
this 25th day of June, 1938.

(Over)

SELF-RESPECT
and GOOD
CITIZENSHIP
require that the
Spirit, as well as
the Letter, of
an Honorable
Agreement be
strictly observed.

"It is not the guns or arma-
ment

Or the money they can pay,
It's the close cooperation

That makes them win the
day.

It is not the individual

Or the army as a whole,
But the everlastin' teamwork
Of every bloomin' soul."

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

36-86-31 }
36-86-32 }

January 11, 1937

Mr. James Duncan
Labor Temple
Seattle, Washington

My dear Mr. Duncan:

In order to maintain a file of all union agreements and awards in force throughout the United States, the Bureau of Labor Statistics has written the Pacific Coast Labor Bureau for a copy of the recent arbitration award in the dispute between auto mechanics and the Seattle Auto Dealers' Association. They inform us that they have no record of this dispute and suggest that we write you. If you have a copy of this award would you be kind enough to send it to us?

If no extra copies are available and you so designate, we shall be glad to type duplicates and promptly return the original. If you so indicate we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If we can furnish you information at any time, please write us.

Very truly yours,

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association covered by the award Seattle Automobile Dealers' Ass'n

(If more than one, please list on reverse side)

Number of companies covered 29 leading dealers

Number of union members covered about 700

Number of non-members covered " 150

Date award goes into effect Jan 1st 1937 Date of expiration indefinite

Branch of trade covered Auto mechanics, Elect., Body men, Painters etc.

James A. Duncan, Pres. Pac. Auto Mechanics' Local Union # 589

(Name of person furnishing information) (Address)

109 Labor Temple, Seattle, Wash.